

THIS INSTRUMENT PREPARED BY  
Philip G. Kaminsky, Attorney  
Apperson, Crump & Maxwell, PLC  
1755 Kirby Parkway, Suite 100  
Memphis, Tennessee 38120  
(901) 756 6300

RETURN TO:  
Alan L. Kosten, Attorney  
Armstrong Allen, PLLC  
6060 Poplar Avenue Suite 140  
Memphis, Tennessee 38119  
(901) 866 5330

MAY 29 9 37 AM '11

BK 393 PG 127  
FILED

## WARRANTY DEED

LAURENCE M. BLOCH, ALVIN J. LAZAROV AND  
LAUREL REISMAN, as Tenants in Common

GRANTORS

TO

ROBERT C. BATES

GRANTEE

FOR AND IN CONSIDERATION of the sum of ten Dollars (\$10.00) cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, LAURENCE M. BLOCH an undivided  $\frac{1}{2}$  interest, ALVIN J. LAZAROV an undivided  $\frac{1}{4}$  interest and LAUREL REISMAN an undivided  $\frac{1}{4}$  interest (Laurel Reisman is the sole devisee of Ben H. Reisman under Will in Cause No. 01-5-714, Probate Court of Shelby County, Tennessee), as tenants in common, do hereby sell, convey and warranty unto ROBERT C. BATES the land lying and being situated in DeSoto County, Mississippi, more particularly described as follows, to-wit:

PARCEL I:

Being a description of Lot 1 of the Cohen Commercial Subdivision as recorded in Plat Book 43, Page 42, at the DeSoto County Court Clerk's Office, located in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

COMMENCING at a point on the South line of said Section 13, said point being 2,607.80 feet, more or less, East of the Southwest corner of said Section 13, as measured along the South line of said Section 13; thence North 00 degrees 27 minutes 21 seconds West, a distance of 55.70 feet to a point on the North line of State Line Road (53.00 feet North of the Centerline), said point being the point of beginning; thence North 00 degrees 27 minutes 21 seconds West, a called and measured distance of 22.08 feet to a found iron pin; thence South 89 degrees 37 minutes 27 seconds West along the North line of State Line Road (right-of-way varies) a measured distance of 138.79 feet (call 138.80 feet) to a found iron pin lying on the North line of said State Line Road (77.66 feet North of the Centerline); thence North 02 degrees 06 minutes 06 seconds West, a measured distance of

174.99 feet (call 175.00 feet) to a found capped iron pin; thence South 89 degrees 52 minutes 16 seconds East, a measured distance of 175.07 feet (call 175.00 feet) to a found cut cross, said cut cross lies on the West line of Lot 2 of the said Cohen Commercial Subdivision; thence South 02 degrees 02 minutes 32 seconds East along the West line of said Lot 2, a measured distance of 194.85 feet (call 194.96 feet) to a found iron pin on the North line of said State Line Road (53.00 feet North of the centerline); thence South 88 degrees 33 minutes 42 seconds West along the North line of said State Line Road (53.00 feet North of the Centerline), a measured distance of 36.64 feet (call 36.49 feet) to the point of beginning and containing 31,252 square feet or 0.717 acres.

Included in this conveyance is all of Grantors rights under Encroachment Agreement of record in Book 69, Page 359, in the Office of the Chancery Clerk of DeSoto County, Mississippi and under Reciprocal Easement Agreement of record in Book 0384, Page 0191, in the said Office.

The warranty in this deed for the above described Parcel I is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in Southaven, DeSoto County, Mississippi, and further subject to all applicable building restrictions and restrictive covenants of record; any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property; Sewer Easement granted to the City of Southaven recorded in Book 160, Page 332, in the Office of the Chancery Clerk of DeSoto County, Mississippi; Encroachment Agreement appearing of record in Deed Book 288, Page 592, in the Chancery Clerk's Office of DeSoto County, Mississippi; Reservation of Permanent Ingress and Egress Easement contained in Warranty Deed dated July 7, 1994, recorded in Deed Book 273, Page 540, in the Office of the Chancery Clerk of DeSoto County, Mississippi; and Reciprocal Easement Agreement of record in Book 0384, Page 0191, in the said Clerk's Office.

#### PARCEL II:

Being a description of Lot 2 of the Cohen Commercial Subdivision as recorded in Plat Book 43, Page 42, at the DeSoto County Court Clerk's Office, located in the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 13, Township 1 South, Range 8 West, DeSoto County, Mississippi and being more particularly described as follows:

COMMENCING at a point on the South line of said Section 13, said point being 2,607.80 feet, more or less, East of the Southwest corner of said Section 13, as measured along the South line of said Section 13; thence North 00 degrees 27 minutes 21 seconds West, a distance of 55.70 feet to a point on the North line of State Line Road (53.00 feet North of the centerline); thence North 88 degrees 33 minutes 42 seconds East along the North line of said State Line Road, a measured

distance of 36.64 feet (call 36.49 feet) to a found iron pin, said iron pin being the Southeast corner of Lot 1 of the said Cohen Commercial Subdivision and the point of beginning; thence North 02 degrees 02 minutes 32 seconds West, a measured distance of 229.90 feet (call 230.01 feet) to a found iron pin; thence North 88 degrees 33 minutes 42 seconds East, a called and measured distance of 166.01 feet to a point; thence South 02 degrees 02 minutes 32 seconds East, a measured distance of 229.90 feet (call 230.01 feet) to a point on the North line of said State Line Road (53.00 feet north of the centerline); thence South 88 degrees 33 minutes 42 seconds West, along the North line of said State Line Road, a called and measured distance of 166.01 feet to the point of beginning and containing 38,164 square feet or 0.876 acres.

PARCEL III:

That certain permanent easement for ingress and egress as described in Deed of record in Deed Book 273, Page 540, in the records of the Chancery Court Clerk of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a point in the North line of State Line Road (106-foot R.O.W.), said point being 2,860.60 feet East of the West line of Section 13, Township 1 South, Range 8 West, in DeSoto County, Mississippi, and further described as being the Southeast corner of the Lease Area described in Lease Book 61, Page 231; thence North 01 degree 17 minutes 56 seconds West, and with the East line of said Lease Area, a distance of 230.01 feet to a point; thence North 89 degrees 18 minutes 51 seconds East, a distance of 30.00 feet to a point; thence South 01 degree 17 minutes 56 seconds East, a distance of 230.01 feet to a point in the North line of State Line Road; thence South 89 degrees 18 minutes 51 seconds West, and with said North line, a distance of 30.00 feet to the point of beginning and containing 6,900 square feet.

The warranty in this deed for the above described Parcels II and III is subject to rights of way and easements for public roads and public utilities, subdivision and zoning regulations in effect in Southaven, DeSoto County, Mississippi, and further subject to all applicable building restrictions and restrictive covenants of record; any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property; Easements to Texas Gas Transmission Corporation recorded in Book 37, Page 3, Book 37, Page 339, Book 46, Page 146, Book 70, Page 30, Book 70, Page 619, as Modified by Agreement recorded in Deed Book 230, Page 572 and as partially released in Book 190, Page 81, all in the Office of the Chancery Clerk of DeSoto County, Mississippi; and Sewer Easement granted to the City of Southaven recorded in Book 160, Page 332, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Taxes for the year 2001 are to be prorated between the parties.

Possession is to be given with delivery of Deed.

Grantee acknowledges prior existing deeds of trust secured by the above described real property held by Trust One Bank of record in Book 1211, Page 489 and of record in Book 1272, Page 21, both in the Office of the Chancery Clerk of DeSoto County, Mississippi, which Grantors agree to timely pay before delinquent, and Grantors further agree to satisfy in full and obtain releases thereof upon satisfaction of the Note and Trust Deed of even date herewith executed by the Grantee.

WITNESS the signature of the Grantors this 23<sup>rd</sup> day of May, 2001.

*Laurence M. Bloch*

LAURENCE M. BLOCH

*Alvin J. Lazarov*

ALVIN J. LAZAROV

*Laurel Reisman*

LAUREL REISMAN

STATE OF TENNESSEE  
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named LAURENCE M. BLOCH, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 23<sup>rd</sup> day of May, 2001.

My Commission Expires:

9/25/2001

Lauri D. Smith  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

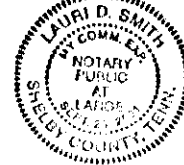
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named ALVIN J. LAZAROV, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 23<sup>rd</sup> day of May, 2001.

My Commission Expires:

9/25/2001

Lauri D. Smith  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

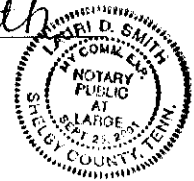
PERSONALLY appeared before me, the undersigned authority in and for the said County and State, the within named LAUREL REISMAN, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned and for the purpose therein mentioned.

GIVEN under my hand and seal this 23<sup>rd</sup> day of May, 2001.

My Commission Expires:

9/25/2001

Lauri D. Smith  
Notary Public



## GRANTORS ADDRESS:

Laurence M. Bloch  
158 S. Rose Road  
Memphis, Tennessee 38117  
(901) 374 0430 (home) (work) n/a

Alvin J. Lazarov  
200 Wagner Place  
Suite 1408  
Memphis, Tennessee 38103  
(901) 525 5170 (home) (work) n/a

Laurel Reisman  
266 S. Front Street  
Memphis, Tennessee 38103  
(901) 521 7000 (home) (work ) n/a

## GRANTEES ADDRESS:

Robert C. Bates  
3254 Winbrook  
Memphis, TN 38116  
(901) 332 5688 (wk) or  
(901) 242 8005 (home)

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